MEMORANDUM OF AGREEMENT
between
THE IOWA VOCATIONAL REHABILITATION SERVICES
and the
THE IOWA DEPARTMENT OF HUMAN SERVICES

Purpose

The purpose of this agreement is to establish a statewide system of coordinated, cost efficient vocational/employment services for people with developmental disabilities with minimal overlap of responsibility and maximum utilization of resources between the Iowa Vocational Rehabilitation Services, hereinafter referred to as IVRS, and the Iowa Department of Human Services, hereinafter referred to as DHS. This agreement will serve to clarify roles and responsibilities of IVRS and DHS in regard to common consumers. In accordance with section 101(a) (8) (B) of the Rehabilitation Act and 34 CFR 361.53(d), this agreement includes the following provisions:

1. A description of the financial responsibility of the State Medicaid program to provide such services;
2. Information identifying the terms, conditions, and procedures under which mutual job candidates will be served by IVRS and DHS;
3. Information describing procedures for resolving interagency disputes under the agreement; and
4. Information describing the policies and procedures for each public entity to determine and identify the interagency coordination responsibilities for purposes of promoting the coordination and timely delivery of employment-related services.

Philosophy

This agreement is predicated on the belief that individuals with disabilities should be provided vocational options with priority placed upon creating opportunities for competitive employment in the community providing for integration and career growth. Services will be delivered based upon an individualized plan for a person according to his or her needs. Individual choice of service options will be honored to the extent possible through a coordinated service delivery system that makes the best use of existing and potential financial, human and community resources. Both IVRS and DHS are considered funders of the last resort by their respective legislation. This MOA will assist in clarifying roles and responsibilities for reaching service/funding decisions.

Joint Responsibilities

IVRS and DHS agree to the following joint responsibilities in that:

1) Services authorized under this agreement must be provided by an approved vendor in a manner supportive of the philosophy governing both agencies, with an emphasis on informed choice and person-centered planning. Vendor approval prior to the delivery of services is required; however, separate certification or accreditation standards may be applied between IVRS and DHS.
2) Collaboration on the provision of joint staff training or cross training of staff is ongoing in order to ensure operational activities continue to meet the needs of the parties involved.
3) IVRS and DHS agree to obtain written consent from the client, provider and/or authorized representative for the release of information to any individual or entity not associated with the administration of the program.
4) A system is established that assures the following:
   (a) Plans shall address employment outcomes and specify services to be delivered and identify available options and responsible party.
   (b) A partnership is developed that combines resources and individual expertise to provide appropriate employment outcomes for persons with developmental disabilities.
5) Technical assistance and support is provided as a matter of routine or as requested to consumers, family members, advocates, case managers, VR counselors, service providers, IVRS/DHS administrative staff, other State agencies staff and the general public.
6) Supported Employment Services will ensure a smooth transition from the short term (IVRS/DHS funded) to the ongoing/extended (DHS funded) or natural supports, when applicable.
7) IVRS and DHS will provide services/resources to the extent of available funding.
8) IVRS and DHS shall cooperate and collaborate in all respects in the performance of this agreement including, but not limited to, sharing individual and service provider information. To the extent that any of such information is confidential pursuant to any federal or state statute or regulation, the party receiving that information shall ensure its continued confidentiality and use of such information only for the purposes set forth in this agreement.

Iowa Vocational Rehabilitation Services Responsibilities

(1) The IVRS Counselor will direct services for individuals at a local level by:

   (a) Processing the application upon receipt of the referral to determine if the person qualifies and meets the criteria for requested IVRS services within 60 days of application.
   (b) Developing Individualized Plan for Employment (IPE) in accordance with IVRS guidelines after eligibility is determined.
   (c) Serving as a primary information resource for the individual with a disability, his/her family, the case manager, and other members of the team working with the person regarding IVRS programs and services (i.e.: provide assessment or benefit planning information, etc.)
   (d) Providing vocational guidance and counseling for individuals with disabilities and their families;

(e) Providing expertise to the team in defining goals, objectives and support services needed to attain appropriate employment;
(f) Contributing in the development of the Individual Service Plan (ISP);
(g) Participating in team meetings that involve a mutual client or impact vocational services;
(h) Assisting in monitoring individual progress on reaching Employment Outcomes;
(i) Arranging and/or purchasing services; referring to other services, as needed and as identified in the Individual Plan of Employment;
(j) Assuring quality of vocational services provided;
(k) Providing ongoing communication with all members of an individual's team as needed;
(l) Cooperating with case manager in monitoring quality of employment service, reviewing both individual and provider progress;
(m) Encouraging individuals who enter Supported Employment Services and receive Social Security benefits to become aware of and utilize SSA work incentives;
(n) Identifying ongoing supports to begin by the time of an individual's stabilization on the job.

(2) Personnel assigned by IVRS will provide tracking and monitoring required for contract expenditures completed by IVRS.

(3) For eligible individuals, IVRS may purchase adaptive equipment, rehabilitation engineering and worksite modifications for community employment purposes only, consistent with the Individual Employment Plan.

(4) Provide referral and funding as required for supported employment services not covered by Waiver such as Employer Development. IVRS will implement appropriate supported employment funding for transition students until age 24. IVRS will be the funder of first resort for transition-aged youth under the age of 24 who require Supported Employment Services. If a vocational outcome is not achieved by the time a job candidate turns 24, or SES is no longer an employment goal, any remaining authorizations will be cancelled by IVRS in order for DHS funds to be utilized. Any student between their 18th and 24th birthday who achieves stabilized employment will receive long term support from the waiver. IVRS funding includes vocational services for eligible VR job candidates transitioning from secondary-school programs focused on competitive, community-based integrated employment. Services will be coordinated with IME for a smooth transition of necessary services.

(5) An eligible client of IVRS waiting for services from the Waiver can be served by IVRS. Services for supported employment services are authorized by IVRS until Waiver funds become available. At that time, IVRS would cancel any unused authorization(s) for remaining supported employment (d-code) services in order for Waiver funds to be used.

Both IVRS and DHS must adhere to their own policies and procedures for selecting vendors and authorizing funding. When IVRS determines that an employment outcome has been achieved, the DHS will assume responsibility for employment related support services as indicated in their individualized plan.

Department of Human Services Responsibilities

(1) The case manager will coordinate services for individuals at a local level by:
- (a) Referring the individual (with guardian if involved) to IVRS if pursuing supported competitive employment. It is the individual and/or guardian's responsibility to contact the counselor and make application for services. The case manager will provide the most recent ISP with psychological, medical and all diagnostic reports from DHS files upon request of the counselor with a signed release from the individual.
- (b) Convening and chairing team meetings, providing reasonable notice of meetings in advance to the IVRS counselor;
- (c) Working with the IVRS counselor, individual, family or guardian in selecting a vocational/employment service provider;
- (d) Sending updated copies of the ISP and related materials to IVRS counselor and vocational services provider;
- (e) Including the Employment Services Outcomes and action steps in the ISP, and document how the required extended support services will be delivered;
- (f) Including IVRS counselor and provider reports in employment reports;
- (g) Cooperating with IVRS counselor in monitoring of the quality of employment service, reviewing both individual and provider progress;
- (h) Providing copies of the plans of care to IVRS counselor and provider when submitted for approval (as needed).

(2) Funds will be provided for job development, job coaching and ongoing support to DHS eligible individuals for supported employment services. For those eligible individuals of both programs, coordinated efforts will continue, including negotiating a cost sharing arrangement that would include IVRS funds for Employment Development and recognizing IVRS intent to provide funding supports for those individuals 24 years of age and younger. During the transition period, both DHS and IVRS will make efforts to coordinate the service and funding arrangements with input from the consumer and case managers.

(3) Contracts will be monitored through DHS Quality Assurance.

Resolution of Conflict

In the event that IVRS and DHS are unable to achieve an acceptable cost-sharing arrangement, the following will apply:

(1) Attempts will be made to resolve the issue at the lowest level of disagreement. When a responsibility for payment issue cannot be resolved at the lowest level it should be referred to the next highest level.

(2) If the IVRS counselor and the DHS team member are unable to achieve an acceptable cost-sharing arrangement, administrative representatives from both agencies will discuss and bring resolution in the form of a cost-sharing arrangement to the matter.

(3) This MOA recognizes that each agency has its own administrative mechanisms for the timely resolution of internal disputes. This MOA recognizes these procedures and permits each agency to resolve its own internal disputes.

Supersedes All Previous Agreements

This statewide agreement supersedes any previously developed agreement between IVRS and DHS.

EXECUTION AND MODIFICATION OF THIS AGREEMENT

Americans with Disabilities Act: The provider ensures compliance with the Americans with Disabilities Act of 1990 [Public Law 101-336] and all amendments and requirements imposed by the regulations issued pursuant to this act.

Termination: It is agreed by both parties that this agreement may be terminated, completely or in part, by either party submitting 30 days written notice to the other party.

Amendments: Any modification or amendments to the contract must be in writing and agreed to by both parties. Either party may request modification of this agreement at any time by submitting 30 days written notice to the other party.

Effective Date: This agreement is effective October 1, 2014, or the latest date of signature, through September 30, 2016.

APPROVED:

David L. Mitchell — 11/6/14

David L. Mitchell, Administrator
Iowa Vocational Rehabilitation Services
Date

Rick Shults — 11/7/2014

Rick Shults, Division Administrator
Iowa Department of Human Services
Date

Julie Lovelady — 11-7-14

Julie Lovelady, Medicaid Director
Iowa Department of Human Services
Date